

GENERAL TERMS and CONDITIONS for VEHICLE HIRE

1. Definitions

Application Form means the online form that must be completed via the Bookable System for hiring a Vehicle.

Authorised Driver means the individual named on the Application Form as the person nominated to drive a hired Vehicle for the Purpose.

Bookable System means Council's online booking system which can be accessed using this link: <https://cumberland.bookable.net.au/#!/>

Council means Cumberland City Council located at 16 Memorial Avenue, Merrylands NSW 2160.

Driver Familiarisation Session means an induction session conducted by a Council officer to assist an Authorised Driver in becoming familiar with the functionality of the hired Vehicle.

Group means a community group using a hired Vehicle for the Purpose.

Hirer means the individual (either as a Private User or on behalf of a Group) applying through the Bookable System to hire a Vehicle for the Purpose.

Private User means an individual (in their capacity as a volunteer, contractor, or subcontractor) working as part of the Social Inclusion Program.

Purpose means any activity described on the Application Form which is part of or incidental to the Social Inclusion Program.

Social Inclusion Program means the program developed by Council in conjunction with members of the local community to assist and provide various services to senior citizens and people with a disability (as varied or updated by Council from time to time).

User means a Group or Private User.

Vehicle means any motor Vehicle owned by and registered to Council and made available for hire to the Hirer in accordance with these terms and conditions.

2. Application Process

- (1) The Hirer must apply to hire a Vehicle using the Bookable System.
- (2) All Application Forms must be submitted at least two (2) weeks prior to date the Vehicle is required for use by the Private User or Group.
- (3) All bookings are subject to confirmation or rejection by Council's Coordinator or Social Inclusion Transport Officer within seven (7) days of receipt of a booking.
- (4) All confirmations or rejections are made via the Bookable System.
- (5) All Vehicles are fitted with eTags. The Hirer must:
 - (a) inform Council whether any road tolls will be used during the period of use of the Vehicle; and
 - (b) pay for all tolls (including any taxes) which will be charged separately and at a later date through the Bookable System.

3. Responsibilities of User

Every User must:

- (1) provide their own Authorised Driver;
- (2) complete all information in the Vehicle's logbook (including, date(s) of use, the Authorised Driver's details, and before and after photos of the Vehicle);
- (3) pick-up and return the Vehicle at the time, date, and location specified by Council's Coordinator or Social Inclusion Transport Officer;
- (4) ensure that when returning the Vehicle to Council, the Vehicle is:
 - (a) clean;
 - (b) in the same condition it was at the time of pick-up (as shown in the before and after photos); and
 - (c) refueled so that the petrol tank is full;
- (5) check water and oil levels, tyre pressure and replenish or adjust as necessary. If replenishment or adjustments are found not to be urgent (as determined by the User acting reasonably), the User must:
 - (a) record any relevant information in the Vehicle Inspection Checklist (contained in the logbook); and
 - (b) inform Council's Coordinator or Social Inclusion Transport Officer that the logbook has been so updated.

4. Authorised Driver

- (1) The Hirer must include on the Application Form the name, address, mobile number, and NSW driver's licence number of the person(s) nominated as the Authorised Driver(s).
- (2) Each Authorised Driver must hold the following valid NSW driver's licence:
 - (a) Class C licence to drive a van (maximum capacity ten (10) seater – accessible); or
 - (b) Class LR licence or higher to drive a bus (maximum capacity twenty-three (23) seater - accessible).
- (3) The Vehicle must not be driven by any person other than the Authorised Driver(s).
- (4) The Authorised Driver(s) must ensure that no food, drink (except water), or illicit substances are taken or consumed in the Vehicle.
- (5) The Authorised Driver(s) is required to maintain zero alcohol reading at all times.
- (6) The Authorised Driver(s) must complete a Driver Familiarisation Session before using a hired Vehicle, which must be booked by contacting Council's Social Inclusion Transport Officer.

Please note: A minimum of two (2) weeks' notice is preferred to ensure the Driver Familiarisation Session can be completed prior to using the hired Vehicle.

5. Permitted Use and Driving Boundaries

- (1) The Vehicle must only be used for the Purpose(s) stated on the Application Form and approved by Council's Coordinator or Social Inclusion Transport Officer.
- (2) The Vehicle must only be used for trips within a 300km radius of Merrylands Post Office (e.g. as far as Orange to the West, Canberra & Batemans Bay to the South and Bulahdelah to the North).
- (3) Any trips outside these boundaries will be considered on a case-by-case basis.

6. Accidents and Insurance

- (1) In the event of an accident, the Authorised Driver(s) must follow the procedure outlined in the front of the logbook located inside the Vehicle.
- (2) All accidents and any damage to the Vehicle occurring during the period of use must be reported to Council's Coordinator or Social Inclusion Transport Officer as soon as possible after each occurrence (but not later than the day of return of the Vehicle).
- (3) All accidents must also be reported to the appropriate authorities, as required under the *Road Rules 2014* (NSW).
- (4) If, during the period of hire, the Vehicle sustains any damage (howsoever occurring) requiring Council to make an insurance claim to repair the Vehicle, the Hirer or User (as determined by them) must pay to Council a deductible (i.e., the excess) in the amount of one-thousand five hundred dollars (\$1500).
- (5) Council must follow any insurance procedures as required by its car insurer in relation to any accident or damage for which Council must make a claim. Subject to subclause 6(4), the Hirer or User must cooperate with Council to ensure all insurance procedures are properly followed.
- (6) This clause 6 applies regardless of the extent or severity of the accident or damage to the Vehicle.
- (7) All passengers riding inside a Vehicle are covered under compulsory third-party insurance maintained by Council for each Vehicle

7. General Provisions

- (1) If any of these terms and conditions are not complied with, Council reserves the right to do any of the following:
 - (a) reject any future application made by the Hirer to hire the same or another Vehicle for the Purpose; and
 - (b) recover from the Hirer or User the cost of any claim, loss or damage incurred by Council to as a result of the non-compliance.
- (2) Council's employed Social Inclusion team will always have priority use of the Vehicles.
- (3) These terms and conditions are subject to change by Council at any time.

VEHICLE SCHEDULE

VEHICLE HIRE FEES AND CHARGES 2024/2025

1. Community Van (10 seater - Accessible)

Maximum capacity:

9 passengers + 1 driver **or** 6 passengers + 1 wheelchair + 1 driver

(A) Hire by Community Group

Day	Fee
Monday to Friday after 5pm	\$22
Saturday or Sunday 24 hour hire period must be returned by midnight	\$161
Full weekend rate 6pm Friday to 6pm Sunday inclusive	\$322

(B) Hire by Private User

Day	Fee
Monday to Friday after 5pm	\$45
Saturday or Sunday 24 hour hire period must be returned by midnight	\$196
Full weekend rate 6pm Friday to 6pm Sunday inclusive	\$524

2. Community Bus (19 Seater - Accessible)

Maximum capacity:

18 passengers + 1 driver **or** 15 passengers + 2 wheelchairs + 1 driver

(A) Hire by Community Group

Day	Fee
Monday to Friday after 5pm	\$35
Saturday or Sunday 24 hour hire period must be returned by midnight	\$228
Full weekend rate 6pm Friday to 6pm Sunday inclusive	\$456

(B) Hire by Private User

Day	Fee
Monday to Friday after 5pm	\$54
Saturday or Sunday 24 hour hire period must be returned by midnight	\$341
Full weekend rate 6pm Friday to 6pm Sunday inclusive	\$679

3. Community Bus (23 Seater - Accessible)

Maximum Capacity:

22 passengers + 1 driver **or** 18 passengers + 2 wheelchairs + 1 driver

(A) Hire by Community Group

Day	Fee
Monday to Friday after 5pm	\$35
Saturday or Sunday 24 hour hire period must be returned by midnight	\$228
Full weekend rate 6pm Friday to 6pm Sunday inclusive	\$456

(B) Hire by Private User

Day	Fee
Monday to Friday after 5pm	\$54
Saturday or Sunday 24 hour hire period must be returned by midnight	\$341
Full weekend rate 6pm Friday to 6pm Sunday inclusive	\$679

4. Additional fees for both Community Groups and Private Users

Matter	Fee
Breach of hire conditions	Cost + 10% administration cost
Additional cleaning costs if required	Cost + 10% administration cost
Loss of keys	Cost + 10% administration cost
Damage	Cost + 10% administration cost

Cumberland City Council Privacy Statement

- (1) Council will only record your name and address to assist in the processing of the application.
- (2) The intended recipients of the personal information are officers within Council's Aged and Disability Team.
- (3) The supply of personal information by you is voluntary however if you cannot provide, or do not wish to provide the information sought, Council may be unable to process your application.
- (4) You may make an application for access or amendments to your personal information held by Council under the *Privacy and Personal Information Protection Act 1998* (**PPIP Act**) or the *Government Information (Public Access) Act 2009* (**GIPA Act**).
- (5) You may also make a request that Council suppress your personal information from a public register.
- (6) Council will consider any application in accordance with the PPIP Act.
- (7) Information provided to Council in correspondence, submissions, or requests, including your personal information, may be made publicly available, including on Council's website in accordance with the GIPA Act.
- (8) Please notify us if you object to the disclosure of your personal information.